

Full-Service Lease

Terms and Conditions

Your contract with Toyota Finance Australia Limited (*we or us*)

When you sign the Lease Offer, you offer to enter into a lease of the Vehicle described in the Lease Offer with the details and on the terms set out in the Lease Offer and these Full-Service Lease – Terms and Conditions (we call them the **T&Cs**).

We are not obliged to accept your offer. If we accept your offer, we will do so by either delivering the Vehicle to you or signing the Lease Offer (which we may do electronically), whichever occurs first.

1 ABOUT THIS LEASE

1.1 Lease

The details and terms of this Lease are set out in the Lease Offer and these T&Cs.

1.2 Changes to this Lease

(a) Your Instalment payments, components of them and fees and charges set out in your Lease Offer are based on certain assumptions. If these assumptions prove to have been incorrect or change (for example, because you make a payment late or if you have to pay another amount under this Lease, like default interest) we can change these amounts without your consent to reflect this so that you pay everything you owe us during the Lease Period.

(b) We can also make the following changes to this Lease without your consent:

- (i) to the amount or type of any fee or charge;
- (ii) to add a new fee or charge;
- (iii) to when any fee or charge is payable or how it is charged;
- (iv) to the method of calculating any amount payable by you under this Lease, including the Rent or any other component of your Instalments; and
- (v) any other change to a term of this Lease – for example, changes to reflect new technology or changes in law.

(c) We will notify you in writing at least 30 days before any change to this Lease takes effect except:

- (i) we don't have to give you notice, or can give you a shorter period of notice, if we think it's reasonable to manage a material and immediate risk;

(ii) we don't have to give you notice if the change is to a government charge and that is publicised by the government; and

(iii) we can give you a shorter period of notice if we reasonably think the change is neutral or favourable to you.

(d) You may terminate this Lease under clause 6.1 if you don't like a change we make, however you may have to pay the Early Termination Cost if you do.

(e) However, you don't have to pay the Early Termination Cost if you terminate this Lease because a change we make without your consent increases the total amount that you must pay under this Lease by more than 5%, unless the change is because you changed the Vehicle or any Service or your Usage Allowance.

Warning: The Early Termination Cost may be significant. If you wish to terminate this Lease early, you can ask us to provide an estimate of the Early Termination Cost to help you decide whether to terminate this Lease.

2 DELIVERY

2.1 Lease

(a) We will lease the Vehicle to you from the Settlement Date.

(b) The Lease, and your right to possess the Vehicle, ends on the first to occur of:

- (i) the last day of the Lease Period; or
- (ii) when this Lease terminates in accordance with these T&Cs.

2.2 Not our agents

Except as set out in clauses 7.5(f), 8.5(c) and 8.5(d) no one is our agent for any purpose in connection with this Lease (e.g. the dealer, manufacturer or any other service or maintenance provider of the Vehicle or any Service).

3 USE OF THE VEHICLE

3.1 Our Property

- (a) The Vehicle is our property. You only have a right to use and possess it and you are responsible for its use until it is returned to us in accordance with this Lease.
- (b) You must take all steps which we reasonably ask you to take to protect our interest in the Vehicle.
- (c) When ownership of the Vehicle is relevant you must make clear to other people that we own the Vehicle, not you.

3.2 Quiet enjoyment

During the Lease Period, we may not interfere with your possession or use of the Vehicle unless this Lease expressly allows it.

3.3 Control and location of the Vehicle

- (a) You must keep the Vehicle:
 - (i) under your control and not permanently part with possession of it; and
 - (ii) protected against theft or damage while it is not in use.
- (b) You must not remove the Vehicle from mainland Australia or Tasmania.

3.4 Compliance with laws

You must comply with:

- (a) all laws and registration or licensing requirements relating to the Vehicle and its use, unless it is a requirement that we are responsible for complying with under this Lease, for example due to a Service you elect to include in this Lease; and
- (b) all obligations owed to another person (e.g. an insurer) relating to the Vehicle where a failure to do so would materially increase our credit risk.

3.5 Registration

- (a) You must arrange for an inspection of the Vehicle where such inspection is

required by the applicable transport authority.

- (b) During the first 12 months of your Lease period we will arrange and pay for Registration and compulsory third-party insurance ('CTP') for your Vehicle. If you elect to include Registration and CTP as a Service in this Lease, we will continue to arrange and pay for all Registration and CTP insurance renewals for your Vehicle by the relevant renewal date for the remainder of the Lease.

If you do not elect to include Registration and CTP as a Service in this Lease, then you must arrange for the Vehicle to be registered and covered by CTP insurance as required by the relevant state authority.

- (c) You must inform us about any change to the registration number or state of registration for the Vehicle.

3.6 Use

You must make sure that the Vehicle is only used for the purpose for which it is designed.

3.7 Repair and maintenance

- (a) You must:
 - (i) keep the Vehicle in good repair and working order (Fair Wear and Tear excepted);
 - (ii) have the Vehicle serviced at intervals in accordance with the manufacturer's hand- book;
 - (iii) only use or replace parts with parts of an equal quality to those fitted to the Vehicle when you took delivery of it; and
 - (iv) make sure that all service records relating to the Vehicle are complete and maintained.
- (b) We will pay for inspection, maintenance and repairs to the Vehicle, other than Uncovered Maintenance.

	(c)	You must reimburse us within 30 days of demand for any payment made by us that relates to Uncovered Maintenance.			complying with your obligations under this Lease. Any inspection will be conducted during normal business hours; or
3.8	Alterations	Unless we consent, you must not:			
	(a)	make any alteration or addition to the Vehicle; or		(b)	at any time, take possession of the Vehicle when exercising our rights under this Lease.
	(b)	install anything on or in the Vehicle.			You must assist us to enter the place where the Vehicle is kept, including by obtaining any necessary consents.
		If we consent, you must ensure that an Authorised Service Centre makes any such alteration, addition or installation. Any additions to the Vehicle included in the Lease will be considered part of the Vehicle and our property and must be returned with the Vehicle at the end of the Lease. Any additions to the Vehicle not included in the Lease may be removed from the Vehicle at your expense, provided that the Vehicle continues to comply with the Fair Wear and Tear Guidelines, and does not fall within an exclusion specified in our Insurance Guide.	4	LIABILITY	In some cases we may be able to exclude or modify our liability under consumer protection legislation. If the law implies terms and conditions which cannot be excluded, our liability under those implied terms and conditions will be limited to the maximum extent permitted by law.
3.9	Dealing with the Vehicle or this Lease	You must not:	5	INSURANCE AND VEHICLE LOSS	
	(a)	sell or assign;	5.1	Risks	You assume all risks and liabilities for the Vehicle and its use, maintenance, repair and storage.
	(b)	perform ride-sharing services with;	5.2	You must fix damage	If the Vehicle is damaged (but not to the extent that an insurer or we decide that its repair is impractical or uneconomic), you must restore it as far as is reasonably possible to the same condition that it was in before the damage occurred excluding Fair Wear and Tear, unless the Vehicle suffers a Casualty Event.
	(c)	lend, rent, lease, hire or otherwise part in any other way with possession of; or			
	(d)	create or allow any security or other third-party interest over,	5.3	Casualty Event	
		the Vehicle, any proceeds of the Vehicle or your interest in the Vehicle or in this Lease, without our consent.			
3.10	Information	You must promptly provide to us any information or document which we reasonably ask for concerning this Lease, the Vehicle, a Service or you and your ability to comply with this Lease.		(a)	If the Vehicle suffers a Casualty Event, you must promptly notify us, lodge the necessary insurance forms with the insurer and enforce your claim as soon as possible after the event and, upon request, provide us with a copy of those forms and information about the progress of your claim. Where necessary for the enforcement of that claim, you and we will co-operate to execute any document or take any step in connection with that claim.
3.11	Inspection and seizure	We may enter the place where the Vehicle is kept to:			
	(a)	on reasonable notice, inspect the Vehicle or to see whether you are			

	(b)	The insurer (or us) will notify you whether the insurer decides to pay out your claim or replace or substitute the Vehicle with another vehicle.			You must pay each Instalment on each Payment Date set out in the Lease Offer.
	(c)	You irrevocably authorise us to receive all money payable in relation to the insurance for the Vehicle or payable by any other person as a result of the Casualty Event. You must pay us any insurance proceeds which you receive.			
	(d)	If the insurer decides to replace or substitute the Vehicle with another vehicle we may notify you that we will terminate this Lease and enter into a new lease with you for the replacement or substitute vehicle.			
5.4	Your obligations on insurance payout				
	If the insurer decides to pay out your claim, on the next Payment Date you must pay to us any other amount you owe but have not yet paid under this Lease.				
5.5	Consequential arrangements				
	This Lease terminates on the day on which you comply with clause 5.4. We will refund to you any amount which we receive from the insurer or another person as a result of the Casualty Event, up to the amount which you paid under clause 5.4				
6	LEASE EARLY TERMINATION OPTION				
6.1	Termination option				
	You may terminate this Lease any time, by giving us at least 2 Business Days' notice in writing.				
6.2	Obligations on termination				
	On the date you terminate you must:				
	(a)	subject to clause 1.2(e), pay us the Early Termination Cost;			
	(b)	pay us any other amount you owe but have not yet paid under this Lease; and			
	(c)	comply with the End of Lease Obligations.			
7	INSTALMENTS AND TAXES				
7.1	Instalments				
			7.2	Contract Usage	
					We calculate the rent for the Lease on the basis that the Vehicle will travel no more than the Contract Usage.
					(a) We may at any time, on reasonable notice, review the number of kilometres travelled by the Vehicle during the Lease Period. If the number of kilometres travelled at that time is greater than the Adjusted Contract Usage at that time, we may issue a notice to you specifying details for the number of kilometres travelled at that time as compared to the Adjusted Contract Usage at that time and provide you with written notice in accordance with clause 1.2 that we are varying the Contract Usage and rent amount included in your Instalment to reflect your higher Vehicle usage.
					(b) if at the end of the Lease the Vehicle has exceeded the Usage Allowance set out in your Lease Offer, we may charge you an Excess Usage Fee as described in the Lease Offer.
			7.3	Fees and charges	
					You must pay or reimburse any fees, charges, costs or expenses set out in the Lease Offer and set out on our website at https://www.toyota.com.au/full-service-lease/full-service-lease-fees-and-charges-guide
			7.4	Taxes	
					You must pay and if paid by us reimburse to us any Tax which is payable in relation to this Lease or any document or transaction contemplated by it.
			7.5	GST	
				(a)	In this Lease ABN, acquisition, adjustment event, adjustment note, consideration, GST, GST law, input tax credit, service, supply, taxable supply, and tax invoice each has the meaning which it is defined to have in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
				(b)	In this clause a party includes any GST group to which that party may from

	time to time be a member under GST law and the representative member of that group under GST law.		facilitate the application of that Subdivision to any such acquisition.
(c)	Unless otherwise stated, an amount payable by a party for any supply made under or in connection with this Lease is exclusive of GST. If any payment by a party under or in connection with this Lease is consideration in whole or in part for a taxable supply, the party must, when it makes the payment, pay to the supplier an additional amount equal to that payment (or part) multiplied by the rate of GST prevailing at the time the supply is made. The supplier must provide the party with a tax invoice for the supply.	7.6	Interest on overdue amounts
(d)	If at any time an adjustment event arises in respect of any supply made by the supplier under this Lease, a corresponding adjustment must be made between the supplier and the relevant party in respect of any amount paid by that party to the supplier under clause 7.5(c) and payments to give effect to the adjustment must be made. The supplier must provide to that party an adjustment note on or before 5 Business Days after the occurrence of the adjustment event.	(a)	You must pay interest on the daily balance of any amount which you owe us but have not yet paid under this Lease.
(e)	Where a party is required under this Lease to pay, reimburse or indemnify another party for an amount, the party must pay the relevant amount (plus any applicable additional amount in accordance with clause 7.5(c)). The supplier must calculate that relevant amount after determining the amount of any input tax credit it is entitled to claim in respect of that relevant amount.	(b)	The interest rate which you must pay on each daily balance is the rate 2% per annum above the Lease Rate set out in the Lease Offer, calculated on the basis of a 365 day year.
(f)	If a party makes an acquisition under this Lease as agent for the other from a third party, that acquisition will be an arrangement for the purposes of Subdivision 153-B of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and the provisions of that Subdivision will apply. We and you will make genuine and continuing efforts to	(c)	We may capitalise, at times determined by us or, if we do not make a determination, then on the first day of each month, any interest which is not paid when due. You must pay interest on capitalised interest at the rate and in the manner referred to in clause 7.6(a).
		(d)	Interest accrues both before and after judgment (as a separate and independent obligation).
		7.7	Manner of payment
		(a)	You must make all payments under this Lease to us by direct debit or in such other manner as we reasonably request or agree.
		(b)	Your obligation to pay an amount due under this Lease is absolute and unconditional. You must not for any reason withhold, or make a deduction from, any amount payable under this Lease including because:
		(i)	the Vehicle is lost, stolen, destroyed or damaged;
		(ii)	you claim to have a set-off, counter-claim, defence or other right against us or anyone else;
		(iii)	you are not satisfied with a Service either before or after you accept it; or
		(iv)	you choose to terminate this Lease or a Service before this Lease ends.
		7.8	Set-off

We may set off any amount you owe us against any amount we owe you, whether under this Lease or otherwise.

7.9 Application of payments

We may apply any payment made by you towards satisfying any of your payment obligations which have become due, in any way we see fit, but we will generally apply payments towards the oldest unpaid amount first.

8 INDEMNITY AND COSTS

8.1 Your indemnity

You indemnify us against all direct Loss we reasonably incur as a result of:

- (a) a Default occurring;
- (b) any loss, theft or destruction of or damage to the Vehicle;
- (c) the use, maintenance, repair and storage of the Vehicle;
- (d) any person being injured or killed or any property being damaged or destroyed, whether directly or indirectly by the Vehicle or its use; or
- (e) us exercising our rights under this Lease.

8.2 About the indemnities

Subject to clause 8.3, each indemnity in this Lease:

- (a) does not cover anything to the extent that, if the indemnity did cover it, the indemnity would be void;
- (b) is a continuing obligation, separate and independent from each of the indemnifier's obligations under this Lease and survives termination, the acceptance of repudiation or expiry of this Lease; and
- (c) is payable 30 days or, if a Default subsists or this Lease has been terminated, 2 Business Days, after we ask for payment.

8.3 Exclusion

Each indemnity in this Lease excludes any Loss, cost, liability or expense (including legal costs

on a full indemnity basis) which we (or any of our agents, officers or employees) incur to the extent that Loss, cost, liability or expense is caused by our or their negligence, wilful misconduct or fraud.

8.4 You must pay all costs

You must comply with all of your obligations under this Lease at your cost.

8.5 Commission and benefits

You acknowledge that:

- (a) we may, in connection with the execution or our performance of our obligations under this Lease, pay to or receive from other persons discounts, bonuses, rebates, brokerage, commissions, fees and similar benefits;
- (b) if we pay an amount to a person for introducing you to us or us to you, an amount payable by you under this Lease may be higher than it would have been if you had approached us (or we had approached you) directly;
- (c) if the person arranging the Lease for you is a duly authorised dealer of ours, they are acting as our agent on a limited basis, and therefore they are not acting in your interests or on your behalf; and
- (d) subject to paragraph (c), no person who introduces you to us is our agent for any other purpose and no representation, course of conduct or dealing by any person who introduces you to us binds us.

9 DEFAULT AND REPUDIATION

9.1 Default

- (a) Each of the following is a **Default**:
 - (i) you or any Guarantor do not pay any amount which you owe under this Lease within 5 Business Days of its due date;
 - (ii) you or any Guarantor do not comply with any of your other obligations under this Lease fully and on time, and the failure to perform is in its

	(ii)	comply with the End of Lease Obligations.	(i)	any legal limitation, disability, Insolvency, incapacity or thing affecting any person or the operation of any law, including any law relating to Insolvency, fiduciary or other duties or obligations or the protection of creditors;
10.2	Holding over	<p>If you do not comply with the End of Lease Obligations on the last day of the Lease Period, you must pay us rent:</p> <p>(a) for each month (including any part of it) from that day until you return the Vehicle to us or we repossess it from you;</p> <p>(b) in an amount for each month equal to your final Instalment; and</p> <p>(c) on each Payment Date.</p> <p>If this clause applies, we may at any time demand that the Vehicle be returned immediately to us. If you don't, we may take possession of the Vehicle at your cost.</p>	(ii)	any release, discharge, termination, rescission, repudiation, extinguishment, abandonment or disclaimer;
			(iii)	any failure by any person to execute, or to execute properly, an agreement or document or to comply with some requirement; or
			(iv)	an agreement, document, obligation or transaction being or becoming illegal, invalid, void, voidable or unenforceable in any respect.
11	GUARANTEE	<p>This clause applies if there is a Guarantor named in the Lease Offer.</p>		<p>This applies whether or not the reason was or ought to have been within our knowledge.</p>
11.1	Definition of Guaranteed Money	<p>In this clause, Guaranteed Money means all money which the Lessee (you), or any of your successors or assigns (whether alone or not) is or at any time may become actually or contingently liable to pay to or for our account (whether alone or not) under this Lease for any reason whatever, whether or not currently contemplated.</p> <p>It includes money by way of rent, interest, fees, costs, Loss, indemnity, charges, duties or expenses or payment of damages.</p> <p>It also includes money that the Lessee (you) would have been liable to pay but for any reason.</p>		<p>Each of clauses 11.4, 11.5 and 11.6 is independent of each other.</p>
			11.3	Consideration
				<p>The Guarantor gives this guarantee for valuable consideration which includes us entering into this Lease at its and your request. The Guarantor's obligations are unconditional and irrevocable.</p>
			11.4	Guarantee
				<p>The Guarantor guarantees the due and punctual payment of the Guaranteed Money.</p>
			11.5	Indemnity
				<p>If any Guaranteed Money is not owing by or recoverable from you for any reason the Guarantor will indemnify us against any loss we suffer or may suffer if we do not receive the Guaranteed Money when due or when it would have been due. The amount of that loss will equal the amount we would otherwise have been entitled to recover.</p> <p>This indemnity does not include any loss we suffer as a result of fraud, wilful misconduct or negligence by us or our agents, employees,</p>
11.2	Interpretation	<p>Unless the context requires otherwise, in this clause 11 and in the definition of Guaranteed Money a reference to:</p> <p>(a) any document or agreement includes this Lease;</p> <p>(b) any reason or some reason includes:</p>		

contractors or any other person acting on our behalf.

11.6 Payment obligation

- (a) The Guarantor, as principal debtor, will pay an amount equal to the Guaranteed Money which is then due and payable or would have been due and payable but for some reason within 2 Business Days of us demanding the payment.
- (b) We will demand payment from you first before demanding payment from the Guarantor (unless we consider it is reasonably necessary to demand payment from the Guarantor first).
- (c) Without limiting the generality of paragraph (a), on and at any time after the occurrence of a Default, if an *Ipso Facto Event* has occurred (whether or not it is that Default), then immediately on demand, the Guarantor will pay an amount equal to the Guaranteed Money (including amounts which would have been Guaranteed Money but for some reason).
- (d) The Guarantor will pay that amount in the same manner and currency which you are, or would have been, required to pay the Guaranteed Money. A demand need only specify the amount. It need not specify the basis of calculation of that amount.
- (e) ***Ipso Facto Event*** means the Lessee (you) are the subject of:
 - (i) an announcement, application, compromise, arrangement, managing controller, or administration as described in s415D(1), 434J(1) or 451E(1) of the *Corporations Act 2001*(Cth); or
 - (ii) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

11.7 Multiple Guarantors

If there's more than one Guarantor, this is a joint and several guarantee and indemnity by each Guarantor.

11.8 Unconditional nature of obligation

Neither this Lease nor the obligations of the Guarantor under it will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve the Guarantor from any obligation. This includes:

- (a) the grant to any person of any time, waiver or other indulgence, or the discharge or release of any person;
- (b) any transaction or arrangement between us and any person;
- (c) us becoming a party to or bound by any compromise, moratorium, assignment of property, scheme of arrangement, deed of company arrangement, composition of debts or scheme of reconstruction by or relating to any person;
- (d) us exercising or delaying or refraining from exercising or enforcing any document or agreement or any right, power or remedy conferred on it by law or by any document or agreement;
- (e) all or any part of any document or agreement held by us at any time or of any right, obligation, power or remedy changing, ceasing or being transferred (this includes amendment, variation, novation, replacement, rescission, invalidity, extinguishment, repudiation, avoidance, unenforceability, frustration, failure, expiry, termination, loss, release, discharge, abandonment or assignment);
- (f) the taking or perfection of any document or agreement or failure to take or perfect any document or agreement;
- (g) the failure by any person or us to notify the Guarantor of any default by any person under any document or agreement or other circumstance;
- (h) us obtaining a judgment against any person for the payment of any Guaranteed Money;

- (i) any change in any circumstance (including in the members or constitution of any person);
 - (j) any increase in the Guaranteed Money for any reason (including as a result of anything referred to above); or
 - (k) any reason,
- whether with or without the consent or knowledge of the Guarantor.

11.9 Principal and independent obligation

This Guarantee is a principal and independent obligation. It is not ancillary or collateral to another document, agreement, right or obligation.

11.10 Continuing guarantee and indemnity

This clause:

- (a) is a continuing guarantee and indemnity;
- (b) will not be taken to be wholly or partially discharged by the payment at any time of any Guaranteed Money or by any settlement of account or other matter or thing; and
- (c) remains in full force until the Guaranteed Money has been paid in full and the Guarantor has completely performed its obligations under this Lease.

12 GENERAL LEASE PROVISIONS

12.1 Rights and their exercise

- (a) A party's rights, powers and remedies under this Lease are in addition to any of its legal rights, powers and remedies.
- (b) A party may exercise a right, power or remedy under this Lease at its discretion, and separately or concurrently with another right, power or remedy, unless otherwise stated under this Lease.
- (c) A single or partial exercise of a right, power or remedy under this Lease by a party does not prevent a further exercise of that or an exercise of any other right, power or remedy.

- (d) A party's failure to exercise or delay in exercising a right, power or remedy under this Lease does not prevent its exercise.
- (e) A party is not liable for any Loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising a right, power or remedy under this Lease whether by reason of its negligence or for any other reason.

12.2 PPSA waivers

In respect of the PPSA:

- (a) you and we contract out of each provision which section 115(1) or 115(7) permits us to contract out of, other than:
 - (i) sections 117 and 118 (relationship with land laws); and
 - (ii) sections 134(1) and 135 (retention of collateral);
 - (iii) unless we agree, you agree that you will not, after a Default occurs:
 - (A) redeem the Vehicle under section 142 of the PPSA; or
 - (B) reinstate this Lease under section 143 of the PPSA;
 - (iv) if the PPSA is amended after the date of this Lease to permit you and us to agree to not comply with or to exclude other provisions of the PPSA, we may notify you that any of these provisions are excluded, or that we need not comply with any of these provisions, as notified to you by us; and
 - (v) you agree not to exercise your rights to make any request of us under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section; and

- (b) if we exercise a Power in connection with this Contract, that exercise is taken not to be an exercise of a Power under the PPSA unless we state otherwise at the time of exercise. However, this clause does not apply to a Power which can only be exercised under the PPSA.

- (c) sending it by email or other electronic means to the last number or address notified to us for, or sent to us from that party; or
- (d) any other lawful way.

12.6 Service of Notices

If a Notice is:

- (a) posted, it will be taken to be given on the date when, in the ordinary course of the post, it could have been expected to have been received by the party;
- (b) sent by email or other electronic means, it will be taken to be given to the party when the machine that sends it indicates transmission has occurred; and

unless, in any case, the contrary is proved.

12.7 Electronic execution and counterparts

- (a) This Lease may be in electronic form and a party may sign it electronically.
- (b) This Lease may be executed in any number of separate duplicates. Each signed duplicate constitutes an original and all duplicates taken together constitute one instrument.

12.8 PPSA security interest

If we determine that this Lease or any transaction under it is or contains a security interest (within the meaning of the PPSA) you will do anything which we reasonably request (such as obtaining consents, signing or producing documents, getting documents signed or completed and supplying information) to:

- (a) enable us to apply for any registration or give any notification in connection with that security interest; and
- (b) ensure that the security interest is enforceable, perfected and otherwise effective, and has the highest priority available in the circumstances.

12.9 Governing law

12.3 PPSA confidentiality

You and we agree that neither of us will disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies, in which case we may disclose such information. This means that neither of us may disclose nor confirm:

- (a) a copy of this Lease;
 - (b) details of the amount or terms of this Lease; or
 - (c) details of the Vehicle,
- unless:
- (d) the other person has consented in writing;
 - (e) the law requires or allows disclosure; or
 - (f) you are in Default.

12.4 Actions and consents

If this Lease specifies when a party must perform an obligation, the party must perform it by the time specified. A party must perform all other obligations promptly.

Where a party has a discretion or its consent or approval is required for anything the party must, consistent with its rights and obligations under this Lease, not unreasonably withhold or delay its decision, consent or approval.

12.5 Notices

We may give a notice or other document to a party (a **Notice**) by:

- (a) giving it personally, or leaving it at the last address notified to us for that party;
- (b) posting it to the last address notified to us for that party;

This Lease is governed by the laws of the State and the parties submit to the non-exclusive jurisdiction of the courts of the State.

12.10 Assignment

We may, without your consent, assign, transfer, sub-participate or otherwise deal with all or any part of our rights and benefits under this Lease or the Vehicle. If we do this, you can't claim against any transferee (or any other person who has an interest in this Lease or the Vehicle) any right of set-off or other right you have against us.

13 READING THIS LEASE

13.1 Definitions

In this Lease:

Adjusted Contract Usage is calculated on a day as follows:

- (a) first, divide the number of whole months which have elapsed under this Lease up to that day by the number of months in the Lease Period, and
- (b) second, multiply the resulting fraction by the Contract Usage.

Alternative Fuel includes hydrogen and battery cell charge in full electric or plug-in hybrid electric vehicles.

Authorised Service Centre means any manufacturer or dealer approved by us or repair and service outlet as listed in the driver's kit provided to you with the Vehicle.

Business Day means any day on which we are open for business in the State.

Casualty Event means that the Vehicle is:

- (a) lost;
- (b) stolen; or
- (c) destroyed or damaged to such an extent that an insurer or acting reasonably we decide that its repair is impractical or uneconomic.

Chargefox EV Charging Card means the card or other method provided for paying for charging on the Chargefox network.

Contract Usage means the number of kilometres specified in the **Usage Allowance** in the Lease Offer.

Default has the meaning given in clause 9.1.

Early Termination Cost means the amount set out in the Lease Offer.

Electric Vehicle means a motor vehicle that uses one or more electric motors and is fuelled from an off-vehicle electrical power source, battery or electric generator.

End of Lease Obligations means:

- (a) return the Vehicle in good repair and working order (Fair Wear And Tear excepted) to the place in the State that we nominate; and
- (b) pay to us an amount equal to the cost of repairing any damage to the vehicle which is not covered by the Fair Wear and Tear Guidelines. We will advise you of this amount and provide a copy of our inspection report within 30 days of the end of the Lease.
- (c) sign and hand over with the Vehicle all certificates and documents necessary to transfer the registration or licence of the Vehicle to the person that we nominates.

Fair Wear and Tear means ordinary fair wear and tear as set out in the Fair Wear and Tear Guidelines.

Fair Wear and Tear Guidelines means <https://www.toyota.com.au/full-service-lease/fair-wear-and-tear-guide> or its replacement from time to time.

Fuel Card means the card or other method provided for paying for fuel or Alternative Fuel for the Vehicle (other than a Chargefox EV Charging Card).

Guarantor means the person or entity named as Guarantor in the Lease Offer. If there's more than one Guarantor, it means each Guarantor separately and every two or more of them jointly. It includes the Guarantor's successors and assigns.

including and similar expressions indicate what is included without limiting what else might be included.

Insolvency or Insolvent includes liquidation, receivership or other appointment of a controller or small business restructuring practitioner, administration of a corporation, arrangement, compromise, scheme, deregistration, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, actual or threatened cessation or suspension of business or payments or disposal of assets, bankruptcy, administration arising out of mental illness or incapacity, administration of an insolvent estate, death or anything similar.

It also includes making an application, commencing proceedings, proposing or passing a resolution or taking any steps towards any of those events.

Instalment means the **Total monthly Instalment** set out in the Lease Offer.

Lease means this lease contract comprised of the details and the terms and conditions set out in the Lease Offer and these terms and conditions.

Lease Offer means the 'Full Service Lease – Lease Offer' document you signed that incorporates these terms and conditions.

Lease Period means the time period specified in the Lease Offer.

Lease Rate means the implicit interest rate we use to calculate the Rent component of your Instalments, set out in the Lease Offer as 'Lease Rate'.

Loss means:

- (a) any reasonable cost, expense, payment or charge; and
- (b) any loss, damage, liability, claim, action, proceeding, penalty, fine, judgment, order or other action.

It includes legal costs on a full indemnity basis but excludes loss of profits and indirect, consequential, special or punitive damages.

Payment Date means each payment date set out in the Lease Offer and, where clause

10.1(b)(ii) applies, the corresponding day in each extended month of the Lease Period.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Rent means the **Rent** component set out in the Lease Offer.

Reimbursement Requirements means:

- (a) a copy of your purchase tax invoice receipt;
- (b) details of your bank account for the reimbursement; and
- (c) anything else we reasonably request.

Service means each service set out in the Maintenance Services Details or Other Services Details section of the Lease Offer.

Services Schedule means the schedule attached to these T&Cs.

Settlement Date means the date we accept your offer. We will notify you of this date.

State means the State or Territory specified in the Lease Offer.

Tax means a tax (including any tax in the nature of a GST), rate, levy, impost and duty (other than a tax on our net overall income) and any interest, penalty, fine or expense relating to any of them.

Uncovered Maintenance has the meaning given in Section 2 of the Services Schedule.

Vehicle means the vehicle specified in the Lease Offer and, if the VIN is not specified in the Lease Offer, the VIN will be specified in a notice we provide you no later than 10 Business Days after the Settlement Date. It includes any permitted parts and accessories fitted to the vehicle and other installed or attached items and service records and any replacement, substitute or relief vehicle acquired with the proceeds of any insurance, indemnity, compensation or other arrangement.

You means the person or entity named as Lessee (you) in the Lease Offer. If there's more than one of you, it means each of you separately and every two or more of you jointly. It includes your successors and assigns.

SERVICES SCHEDULE

1 CLAUSES ABOUT ALL SERVICES

1.1 About this Schedule

This Schedule sets out the terms that apply to each Service that you elect to include under this Lease.

The terms and conditions of a Service only apply to this Lease if that Service is stated in the Lease Offer. A Service is included in this Lease if it is listed under 'Maintenance Services Details' or 'Other Services Details' in your Lease Offer.

1.2 Directions

You must comply with any reasonable direction which we give to you in connection with any Service.

1.3 Renewal and payment arrangements

If you elect to include Registration and CTP as a Service after the initial 12 months provided, you must at least 14 days before the relevant renewal date:

- (a) complete and give to us a vehicle expense payment request/claim form as well as originals or copies (as notified by us) of the relevant renewal documents for that Service (such as Registration or compulsory third-party insurance); and
- (b) take any other steps in connection with the renewal as we reasonably request (such as arranging for a compulsory inspection of the Vehicle if required by the transport authority in the State).

You must make sure that we receive all of those documents, and take any such steps, on time. We may be unable to effect the renewal on time if we do not, for any reason, receive those documents, or you do not take any such steps, on time.

You may, alternatively, for any Service, renew or pay for the Service yourself and then obtain reimbursement (from our budget for that Service and subject to satisfaction of the Reimbursement Requirements) from us. We are not responsible for the timely renewal of a Service which you choose to renew yourself.

2 SERVICE AND MAINTENANCE

2.1 Maintenance covered

During the Lease Period, we will pay the Authorised Service Centre for:

- (a) inspection, maintenance and repair services which, according to the manufacturer's hand- book, are scheduled to fall due during the Lease Period; and
- (b) corrective repairs, maintenance and service (including major breakdown repair) of the Vehicle necessary to maintain, so far as practicable, the Vehicle in good repair and working order (Fair Wear And Tear excepted) during the Lease Period including repairs, maintenance and service to:
 - (i) motor;
 - (ii) transmission;
 - (iii) drive line;
 - (iv) braking system including reline and overhaul of components;

- (v) cooling system including hoses, radiators, belts and vents;
- (vi) any electrical, computer, entertainment, navigation, communication or telematics system including wires, fuses, globes, switches and batteries, which is factory or Authorised Service Centre fitted;
- (vii) exhaust system;
- (viii) oil and water leaks, including gaskets, welsh plugs and fans;
- (ix) air conditioning and heater components including re-gas;
- (x) suspension components; and
- (xi) fuel / battery systems.

2.2 Maintenance not covered

We will not pay for any Uncovered Maintenance.

Uncovered Maintenance means maintenance or service (including inspection, repair or replacement parts):

- (a) which results from or occurs during any breach by you of your obligations under this Lease which is not remedied following receipt of a notice from us (including because you do not have the Vehicle inspected, maintained or repaired at the times scheduled in the manufacturer's handbook);
- (b) caused by:
 - (i) contaminated fuel or Alternative Fuel; or
 - (ii) fuel or Alternative Fuel which is not specified in the manufacturer's handbook or on the Vehicle as appropriate for the Vehicle;
- (c) of any part, accessory, system or other item which is not factory or Authorised Service Centre fitted or which is covered by a third-party warranty;
- (d) which is covered by your Vehicle's motor vehicle insurance (including the Comprehensive Insurance provided under section 8 of the Services Schedule);
- (e) which in our or the Authorised Service Centre's reasonable opinion, is caused by the misuse, abuse or neglect of the Vehicle or driving in a manner or in conditions not considered by us or the Authorised Service Centre, exercising our reasonable and professional judgment, to be within a normal range for the Vehicle type; and
- (f) for damage caused by continuing to drive a Vehicle after a fault has occurred which you should reasonably have been aware of.

Maintenance Service also does not include or extend to, and you are responsible for:

- (a) (except where section 3 of this Schedule applies) tyre replacement;
- (b) (except where section 5 of this Schedule applies) all fuel and Alternative Fuel;
- (c) the regular wash and polish of the Vehicle;
- (d) a courtesy vehicle; and
- (e) arranging for the transportation or towing of the Vehicle to an Authorised Service Centre.

3 TYRES

If you elect to include this Service in your Lease, during the Lease Period, we will pay for replacement tyres and tubes (in the same or comparable specification and quality as originally fitted to the Vehicle) for the Vehicle (up to the number specified in the Lease Offer for the Vehicle) which have been determined by the Authorised Service Centre to be reasonably necessary.

You may also ask us to reimburse you for any additional tyre or tube – see clause 1.3 of this Schedule.

4 REGISTRATION AND CTP

If you elect to include this Service in your Lease following the initial 12 months provided, we will arrange and pay for all registration and CTP insurance renewals for your Vehicle by the relevant renewal date.

We will renew:

- (a) the Vehicle's registration in your name (as if you were the owner) and with our address; and
- (b) (or take out) the compulsory third-party insurance for the Vehicle. In those states and territories where compulsory third party insurance is not included in the registration costs of the Vehicle we will, as you specify, renew or take out the insurance with our preferred insurance provider.

You must, in connection with each renewal, comply with clause 1.3 of this Schedule

5 FUEL CARD

5.1 Fuel Card arrangements

If you elect to include Fuel Card arrangements as a Service in your Lease:

- (a) We will give you a Fuel Card for the Vehicle. The Fuel Card may not, without our prior consent, be used for any other vehicle.
- (b) As between you and us, the Fuel Card is our property. You must return any damaged or unused Fuel Card to us. You must also tell us as soon as you become aware of the loss, theft or any possible unauthorised use of the Fuel Card. We will give you a replacement Fuel Card.
- (c) You may only use the Fuel Card:
 - (i) within the period of validity indicated on the Fuel Card. We will give you a replacement Fuel Card; and
 - (ii) to purchase products specified on the Fuel Card at an authorised location.
- (d) Where it is necessary in order to comply with any relevant laws, we may cancel the Fuel Card by giving you 2 Business Days' notice.
- (e) Where we reasonably suspect that the Fuel Card is being used fraudulently, we may cancel the Fuel Card immediately and will notify you that we have done so.
- (f) You may at any time return the Fuel Card to us for cancellation or destroy the Fuel Card and notify us that you have done so.
- (g) When this Lease expires or terminates or is varied to remove a Fuel Card Service you must return the Fuel Card to us (or destroy the Fuel Card and tell us that you have done so).
- (h) You remain liable for all Fuel Card transactions until we notify you that the returned Fuel Card has been cancelled. We will issue an invoice and direct debit you for any outstanding Fuel Card transactions in the month after the Fuel Card is cancelled.

5.2 Purchases using the Fuel Card

- (a) The Fuel Card is a "Recharge" Service. This means that all transactions using the card are included on your monthly invoice from us. Your monthly Instalment will be adjusted to include the costs of your fuel card transactions.
- (b) A monthly administration fee is payable each month, as set out in the Fees section of the Lease Offer.

5.3 Purchase disputes

- (a) You must contact the Toyota Finance Customer Service Centre by phone or email if you wish to dispute any purchase made with the Fuel Card.
- (b) We will not consider any dispute about a purchase of products using a Fuel Card unless you tell us that you dispute the details of a purchase within 5 Business Days of becoming aware of the circumstances that have caused the dispute.
- (c) If you tell us that you dispute a purchase, we will investigate the purchase and inform you of the outcome within 30 days of you telling us.

6 CHARGEFOX EV CHARGING CARD

6.1 Charge card arrangements

If you have leased an Electric Vehicle ('EV') under this Lease and elect to include EV charge card arrangements as a Service:

- (a) We will give you a Chargefox EV Charging Card for the Vehicle to use throughout the Lease Period. This may not be used for any other vehicle.
- (b) The Chargefox EV Charging Card and all associated services are provided by Chargefox Pty Ltd (ACN 621 161 215) (Chargefox). Your use of the Chargefox EV Charging Card is subject to all terms and conditions of Chargefox, including their App terms and conditions and the terms and conditions for using their charging services.
- (c) You must return any damaged or unused Chargefox EV Charging Card to us. You must also tell us as soon as you become aware of the loss, theft or any possible unauthorised use of the Chargefox EV Charging Card. We will give you a replacement Chargefox EV Charging Card.
- (d) Where it is necessary in order to comply with any relevant laws, we may cancel the Chargefox EV Charging Card by giving you 2 Business Days' notice.
- (e) Where we reasonably suspect that the Chargefox EV Charging Card is being used fraudulently, we may cancel the Chargefox EV Charging Card immediately and will notify you that we have done so.
- (f) You may at any time return the Chargefox EV Charging Card to us for cancellation or destroy the Chargefox EV Charging Card and notify us that you have done so.
- (g) When this Lease expires or terminates or is varied to remove a Chargefox EV Charging Card as a Service you must return the Chargefox EV Charging Card to us (or destroy the Chargefox EV Charging Card and tell us that you have done so).

You remain liable for all Chargefox EV Charging Card transactions until we notify you that the returned Chargefox EV Charging Card has been cancelled. We will issue an invoice and direct debit you for any outstanding Chargefox EV Charging Card transactions in the month after the Chargefox EV Charging Card is cancelled.

6.2 Purchases using the Chargefox EV Charging Card

- (a) The Chargefox EV Charging Card is a "Recharge" Service. All charging charges and any additional fees and charges incurred in accordance with Chargefox's terms and conditions will be charged to you monthly. Your monthly Instalment will be adjusted to include the costs of your Chargefox EV Charging Card card transactions.
- (b) A Chargefox EV Charging Card monthly administration fee is payable each month, as set out in the Fees section of the Lease Offer.

6.3 Purchase disputes

You must contact us at fsl@toyotafinance.com.au or **1800 281 123** if you wish to dispute any purchase made with the Chargefox EV Charging Card.

7 ROADSIDE ASSIST

If you elect to include this Service in your Lease, during the Lease Period we will arrange for roadside assistance cover with a provider of our choice.

8 COMPREHENSIVE INSURANCE

8.1 Vehicle insurance cover

During the Lease Period, we will maintain a master insurance policy which covers the Vehicle. The insurance policy will cover you and any person you allow to use the Vehicle from accidental loss or damage to the Vehicle and the legal liability to pay compensation for loss or damage to someone else's property caused by an accident involving the Vehicle.

There are exclusions from the cover and excesses may apply. You may have to pay damages or another amount to us or to the insurer.

You should read the terms of the insurance policy and decide whether the cover is suitable for you and the Vehicle.

8.2 Insurance cover provisions

The master insurance policy cover:

- (a) commences on the Settlement Date;
- (b) continues, and will automatically be renewed during the Lease Period; and
- (c) ceases when this Lease expires or terminates (even if you do not return the Vehicle at that time).

8.3 Insurance premiums and your payment

We will pay a monthly premium (and Taxes on that premium) for the master insurance policy to the insurer.

You:

- (a) must, on each Payment Date, pay us the amount set out in the Lease Offer for Comprehensive Insurance;
- (b) acknowledge that the amount is calculated by reference only to the premium amount and Taxes on that amount. It is not calculated by reference to any other amount payable under the master insurance policy; and
- (c) acknowledge that the amount will differ from the premium amount to cover our costs of administering the master insurance policy and any commission which we receive from the insurer.

8.4 Insurance obligations

We will:

- (a) take out the master insurance policy with a reputable insurance company as determined by us in our reasonable discretion;
- (b) ensure that each premium and other amount necessary to maintain the master insurance policy is paid;
- (c) on or about each annual insurance renewal date, provide you with a new certificate of insurance for the Vehicle; and
- (d) on reasonably request, give you any other information about the master insurance policy cover.

We and you must:

- (e) co-operate with each other and the insurer in all matters relating to the insurance cover, any renewal (where applicable) and any claim and not settle or compromise any claim without each other's approval; and
- (f) not do or fail to do anything which might allow an insurer to refuse any claim under the insurance cover.

8.5 Insurance policy details

Details of the insurance policy are currently available at <https://www.toyota.com.au/full-service-lease/insurance-guide>